# BRUHAT BENGALURU MAHANAGARA PALIKE

**REQUEST FOR**

**PROPOSAL FOR**

## “Collection of Parking Fees for - Dickenson Road”

**Office of the**

Joint Commissioner (East Zone) Mayohall Premises, Residency Road, Bangalore – 560 001

Bruhat Bengaluru Mahanagara Palike,
Bengaluru

## CONTENTS


| SECTION | DESCRIPTION | | PAGE NO. |
|---|---|---|---|
| Section I | Letter of Invitation | | 5 |
| Section II | Information to Service Providers (ITC) | | 6 |
| | Data Sheet – Information to Service Providers | | 16 |
| Section III | Technical Proposal – Standard Forms | | 19 |
| Section IV | Financial Proposal – Standard Forms | | 30 |
| Section V | Terms of Reference | | 33 |
| Section VI | Contract for Service Providers /Service Provider's Services | | 41 |
| | I | Form of Contract | 43 |
| | II | General Conditions of Contract | 45 |
| | III | Special Conditions of Contract | 55 |
| | IV | Appendices | 59 |

# BRUHAT BANGALORE MAHANAGARA PALIKE

No: JC/E/TEND/05/ 2024-25

Office of the Joint Commissioner
East Zone , Mayohall
Premises, Residency Road,
Bangalore – 560 001
Dated: **24.01.2025**

## INVITATION FOR SHORT TERM TENDER
## (Only through Kppp Portal) Two Cover System

1. The Joint Commissioner (East Zone), BBMP, Bangalore on behalf of the Commissioner, BBMP invites tenders from eligible Contractors firm registered in Bruhat Bangalore Mahanagara Palike or equivalent registration with Labour Department or any State Government Organizations for the **Collection of Parking Fees for Various roads in East zone** as detailed in the table below. The tenderers may submit tenders for Service given in the table through kpppportal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified as per **RFP** Documents the Instructions to Tenderers to qualify for award of the contract
2. Tender documents may be downloaded from the kppp portal of the Government of Karnataka fro **29.01.2025**
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90** days beyond the validity of the tender.
4. Tenders must be submitted online through kppp portal on or before **16.00 hours on 10.02.2025** and the opening of tenders will be as per e procurement portal guidelines
5. Other details can be seen in the tender documents.

| Sl. No | Description | EMD (In Rupees) | Tender Fee | Period of Tender |
|---|---|---|---|---|
| 1 | From Commercial Street (Kamaraj Road) To O.P.H.Road | 1,31,400/- | As per Kppp portal | 1 Years |
| 2 | From Dispensary Road (OPH Road) To Kamaraj Road | 1,31,400/- | As per Kppp portal | 1 Years |
| 3 | From Miller Road (Saffina Complex) To Chandrika Junction | 1,44,540/- | As per Kppp | 1 Years |

| | | | | |
|---|---|---|---|---|
| | | | portal | |
| 4 | From Brigade Road (M.G.Road Signal) To Rex Theatre | 1,83,960/- | As per Kppp portal | 1 Years |
| 5 | Wood Street & Castle Street | 1,18,260/- | As per Kppp portal | 1 Years |
| 6 | From Magrath Road (Shoppers stop)To Hosmat Hospital | 78,840/- | As per Kppp portal | 1 Years |
| 7 | From Langford Road ( SAI) To Nanjappa Circle | 72,270/- | As per Kppp portal | 1 Years |
| 8 | From Main Guard Road ( Saffina Signal) To Dispensary Road | 1,97,100/- | As per Kppp portal | 1 Years |
| 9 | Dickenson Road | 1,31,400/- | As per Kppp portal | 1 Years |
| 10 | From Crescent Road (M.G.Road) To Resthouse Road | 59,130/- | As per Kppp portal | 1 Years |
| 11 | From Church Street ( M.G.Road) To St.marks Road | 1,31,400/- | As per Kppp portal | 1 Years |
| 12 | From Museum Road (Post Office) To M.G.Road | 1,57,680/- | As per Kppp portal | 1 Years |
| 13 | Lavelle Road And Kasturba Road | 1,97,100/- | As per Kppp portal | 1 Years |

**Note:**

1. Pre Bid Meeting will be held on **05.02.2025 at 15.00Hrs noon** in the office of the Joint Commissioner East zone , Residency Road, Mayohal Premises Bangalore to clarify the issue and answer questions on any matter that may be rised at the stage as stated in " Instructions to Bidders" of the Bidding document
2. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Joint Commissioner East zone, BBMP, Bangalore on **11.02.2025** at **16.30 hrs**.
3. Aspiring Bidders/Contractors who have not registered in kppp should register before participating through the website https://kppp.karnataka.gov.in

4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. The Service Provider will be selected under **Highest Bidder** Procedures prescribed in this RFP.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK kppp website https://kppp.karnataka.gov.in or contact kpppHelpdesk at 080 – 22371090, 22373788.
8. This tender notice can also be seen on the BBMP website www.bbmp.gov.in
9. All other conditions Remains same as per RFP
10. Addendum or Corrigandum of the above work will be updated only in Kppp portal.

Sd/-

Joint Commissioner,
East Zone
Bruhat Bangalore Mahanangara Palike

**Copy Submitted to:**

1. The Administrator for kind information
2. The Chief Commissioner for kind information
3. Special Commissioner (Projects/Finance)for kind information.
4. Zonal commissioner East Zone for Kind information
5. Engineer-in-Chief for kind information.
6. Chief Engineer (East) for kind information
7. Superintending Engineer (East) for kind information.
8. CAO/ Chief Auditor for kind information.
9. I.T Advisor with a request to publish in the BBMP website.
10. All Executive Engineers of East BBMP with request to publish the same in the display/notice boards.
11. Assistant Revenue Officer (Advertisement) for information.
12. Accounts Superintendent / Cashier for information.
13. Public Relation Officer, BBMP with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and English),
14. Notice Board.
15. Office Copy.

Joint Commissioner,
East Zone
Bruhat Bangalore Mahanangara Palike

## SECTION 1. LETTER OF INVITATION

Dear Sir/Madam,

BBMP is desirous of obtaining services for **Collection of Parking Fees for - Dickenson Road**.The BBMP intends to procure the services from reputed and having similar experience in the service of Vehicle parking fee collection in Government or any government undertaking firms of a Contracting firm to undertake the assignment through KPPP. The Tender documents can be downloaded through GOK KPPP platform https://kppp.karnataka.gov.in.

The Bidder should pay EMD amount as per tender notification along with technical bid, This EMD deposited shall be paid through KPPP Portal.The EMD of successful tenders will be refunded after successful and satisfactory completion of tender period. No interest will be paid to the deposited EMD amount.

More details on the Services are provided in the attached Terms of Reference.

1. The RFP can be Downloaded by all the eligible firms:
2. No joint ventures or associations are allowed:
3. The Service Provider will be selected under **Highest Bidder Procedures** prescribed in this RFP
4. The RFP includes the following documents: Section 1 - Letter of Invitation
   Section 2 - Information to Service Providers Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract.

## SECTION 2. INFORMATION TO SERVICE PROVIDERS

### 1. INTRODUCTION

**1.1** BBMP in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

**1.2** The Service Providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.

**1.3** The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Service Provider under each phase must be to the BBMP satisfaction before work begins on the next phase.

**1.4** The Service Providers must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Providers are encouraged to pay a visit to the BBMP before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet.

**1.5** The Service Providers note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the BBMP, are not reimbursable as a direct cost of the Assignment; and (ii) the BBMP is not bound to accept any of the Proposals submitted.

**1.6** BBMP expects Service Providers to provide professional, objective and at all times hold the BBMP interests without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations, or that may place them in a position of not being able to carry out the assignment in the best interest of the BBMP.

**1.6.1** Without limitation on the generality of this rule, Service Providers shall not be hired under the circumstances set forth below:

A firm which has been engaged by the BBMP to provide goods/ works/services for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(a) Service Providers or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Service Providers.

**1.7** It is BBMP's policy to require that Service Providers observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK / BBMP to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK / BBMP.

**1.8** Service Providers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK / BBMP in accordance with the above sub para 1.8 (d).

**1.9** Service Providers shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

**1.10** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**1.11** A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format:

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"*

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Service Providers may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the BBMP address indicated in the Data Sheet. The BBMP will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Service Providers who intend to submit proposals.

2.2 At any time before the submission of Proposals, the BBMP may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Service Providers and will be binding on them. The BBMP may at its discretion extend the deadline for the submission of Proposals.

## 3. SCOPE OF WORK

**3.1** Services for the parking of the vehicle, collection of prescribed & displayed parking fee, Management of traffic within the parking area.

**3.2** Regarding the collection of parking fees for various road in East Zone are designated by Assistant Revenue Officer (Advertisement) .

**3.3** Ensure that no illegal / obnoxious activities etc., should be allowed by controlling the entry and exit of the vehicles after a thorough scientific check. Any such activity or lapse found during the contract period, the contracting agency will bear the sole responsibility and BBMP will not have any say in the court of the law.

**3.4** The contracting agency is fully responsible for any damages, losses etc. of the parked vehicles. BBMP is in no way responsible for such damage/losses.

**3.5** The Tenderer should check the location of the Parking Roads to ensure

himself that all the criteria are looked into before applying for tender.

**3.6** The Tenderer must quote above/more than the minimum charges fixed (i.e Annual Charges payable to BBMP) as described in Terms of Reference.

## 4. PREPARATION OF PROPOSAL

**4.1** Service Providers are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

**Technical Proposal**

**4.2** In preparing the Technical Proposal, Service Providers are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

**4.3** While preparing the Technical Proposal, Service Providers must give particular attention to the following:

**4.3.1 The firms having following minimum experience in last five years only will be considered for Evaluation of Technical proposal.**

a) Service Provider firm should have Valid Company/Firm Registration Certificate.

b) Service Provider firm should have Valid Registration Certificate from Labour Department.

c) Service Provider firm should have Valid ESI and PF Registration Certificate.

d) Service Provider firm should have satisfactorily completed Parking Fee collection Services for at least **Rs. 65.70 lakhs.** Further .In support of this, the Service Provider shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

e) Service Provider firm should have achieved in at least two financial years ( 2019-20 to 2023-24) a minimum financial turnover of **Rs.131.40 Lakhs.** In support of this, the Service Provider shall furnish the Certificate from Chartered Accountant along with the Technical Proposal.

f) Liquid assets and or availability of credit facilities of not less than **Rs. 19.71 lakhs** (Credit lines/ Letters of Credit/ Certificates form Banks) for meeting the fund requirement etc.

**4.3.2** For assignments on a staff-time basis, the estimated number of key

professional staff-months is given in the Data Sheet.

**4.3.3** It is desirable that the majority of the key professional staff proposed

be permanent employees of the firm or has an extended and stable working relation with it.

**4.3.4** Proposed key professional staff must minimum have the experience indicated in the Data Sheet.

**4.3.5** Alternative key professional staff shall not be proposed,

**4.3.6** Reports to be issued by the Service Providers as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

**4.4** The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

**4.4.1** A brief description of the Service Provider's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

**4.4.2** Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

**4.4.3** A description of the methodology and work plan for performing the assignment (Section 3D).

**4.4.4** The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

**4.4.5** Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment showing the time proposed for each key professional staff team member. (Sections 3E).

**4.4.6** Any additional information requested in the Data Sheet.

**4.5** The Technical Proposal shall not include any financial information.

**Financial Proposal**

**4.6** In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including

(a) remuneration for staff , and (b) reimbursable such as subsistence transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

**4.7** Service Providers shall express the price of their services in Indian Rupees.

**4.8** The Data Sheet indicates how long the proposals must remain valid after the submission date (90 days from the date of submission). During this period, the Service Provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Providers who do not agree have the right not to extend the validity of their proposals.

## 5. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

**5.1** Interested bidders shall login to https://kppp.karnataka.gov.inand follow the procedures and guideline given there or call the KPPP help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

**5.2** Downloading of tender documents, submission of proposal all will be through Government of Karnataka KPPP website https://kppp.karnataka.gov.in under login for Service Providerss. Service Providers must get themselves registered, acquainted and trained on the procedure of participating in KPPP portal.

**5.3 EMD**

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) as per described in tender notification

**5.3.1** If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

**5.3.2** If the Tenderer does not accept the Correction of the Tendered Price, pursuant to Clauses; or

**5.3.3** In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(a) Sign the Agreement; or
(b) Furnish the required Performance Security.

**5.4** The original Proposal (Technical Proposal and Financial Proposal; see

para 1.2) shall be prepared as per RFP document.

**5.5** An authorized representative of the Service Provider initials all pages of the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

**5.6** The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

**5.7** Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.

**5.8** The last date and time including hours, minutes and seconds for submission will be mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

**5.9** After the deadline for submission of proposals, the Technical Proposal shall be

opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders will be opened in presence of the bidders who choose to attend.

## 6. PROPOSAL EVALUATION

**General**

6.1 From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the BBMP on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the BBMP in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

**Evaluation of Technical Proposals**

6.3 The evaluation committee appointed by the BBMP as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Note:** The Technical bids of only the firms satisfying the above criteria will

be considered for evaluation.

**Public Opening and Evaluation of Financial Proposals; Ranking**

6.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the KPPP Website the Name of those Service Providers whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPPP Website the Names of the Service Providers that have secured the minimum Qualifying Mark..

6.5 The Financial Proposals shall be opened publicly in the presence of the Service Providers' representatives who choose to attend. The name of the Service Provider, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening

6.6 The evaluation committee will determine whether the Financial Proposals

Are complete, (i.e., whether they have costed all items of the corresponding

Technical Proposals, if not, the Client will cost them and add their cost to the initial

price), correct any computational errors.

6.7 The BBMP will select the lowest proposal ('evaluated' price). The selected Service Provider will be invited for negotiations.

## 7 NEGOTIATIONS

7.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

7.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The BBMP and Service Provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Service Provider can offer within the available budget and to clearly defining the inputs required from the BBMP to ensure satisfactory implementation of the Assignment.

7.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown

of fees) nor other proposed unit rates.

7.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, the BBMP expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the BBMP will require assurances that the experts will be actually available. The BBMP will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Service Provider may be disqualified.

7.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the BBMP and the Service Provider will initial the agreed contract. If negotiations fail, the BBMP will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

## 8 AWARD OF CONTRACT

8.1 The contract will be awarded following negotiations. After negotiations are completed, the BBMP will promptly notify unsuccessful Service Providers who did not pass the technical evaluation (para 5.3)

8.2 The Service Provider is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## 9 CONFIDENTIALITY

9.1 Information relating to evaluation of proposals and recommendations concerning
awards shall not be disclosed to the Service Providers who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

## 10 Performance Security

**10.1** Within 20 days of receipt of the Letter of Acceptance, the successful
Tenderer shall deliver to the Employer a Security deposit (Refundable without
Interest) in any of the forms given below for an amount of **Rs 3,28,500/-**
**(Rs Three Lakhs Twenty eight thousand five hundred Only):** Banker's cheque/Demand draft/Pay Order in favourof Chief

Commissioner, BBMP payable at Bengaluru. A bank guarantee in the form given in Appendix F.

10.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

10.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the Service Provider.

10.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 9.1 shall constitute sufficient grounds for cancellation of the award and suitable action as per EMD declaration and in accordance with law.

**11 Conflict of Interest**

11.1 Conflict of Interest for a Service Provider is defined as

11.1.1 The Team Member of the Consultant/ Service Provider should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this contract in Karnataka.

11.1.2 Any Consultant / Service Provider blacklisted or debarred by the Government of India / any State Government / any Other Organizations would not be eligible for Appointment as Service Provider.

**11.1.3 DATA SHEET**

# Information to Service Providers

**1.1** The name of the Client is: **CHIEF COMMISSIONER, BBMP,**

**N.R.SQUARE, BANGALORE represented by Joint Commissioner (East Zone), BBMP, BANGALORE**
Address of the client is:

**Joint Commissioner (East)**

Mayo hall Premises, Residency Road,Bengaluru

Bruhat Bengaluru Mahanagara Palike, Bengaluru

The method of selection is: **Highest Bid Selection**

**1.2** A Technical and a Financial Proposals are requested: **Yes**

The name, objectives and description of the Assignment are:

1.3 The BBMP will provide the following inputs:

No inputs will be provided by the BBMP except for available relevant data and reports

1.4 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.0 Clarifications may be requested upto last day of the submission of queries date.

The address for requesting clarifications is:

**Joint Commissioner (East)**

Mayo hall Premises, Residency Road,Bengaluru

Bruhat Bengaluru Mahanagara Palike, Bengaluru

3.0 Proposals should be submitted in the following language(s): **English**

(i) Shortlisted Service Provider may associate with other shortlisted Service Provider: No

(ii) The minimum number of key staff months required for the assignment for each shift are:

| | | |
|---|---|---|
| 1 | Supervisors | 1 |
| 2 | Ticket issuer | 3 |

NOTE : Above shown is only minimum tentative & should deploy the required additional staff to overall supervision & Management.

(iii) The minimum required experience of proposed key professional staff is:

1. **Supervisor:** This is the senior position engaged for the assignment. The team leader shall be responsible for overall performance of the Service Provider for the project. This includes Overseeing, Controlling the movement of vehicles within building, Maintaining & operating the metering system, having minimum experience of 5 years. He should have experience in, coordinating and leading the complete management of parking system & worked as **Supervisor Should have 5 Years' experience of similar nature work.**

2. **Ticket issuer**: Greeting passengers and customers that approach their counter. Answering questions regarding dates, prices, and availability of slots and Helping customers if any. **Should have 5 Years' experience of similar nature work.**

(vi) Reports which are part of the assignment must be written in the following language: English

3.1 Training is an important feature in this Assignment : No

Additional information in the technical proposal includes. Nil

3.2 Proposals must remain valid for **90** days from the last date of submission

4.0 Service Providers must submit the proposal through KPPP website

4.1 The proposal submission address is: https://kppp.karnataka.gov.in

4.2 Proposals must be submitted within the date and time stipulated in https://kppp.karnataka.gov.in

5.0 The address to send information to the BBMP is:
**Joint Commissioner (East)**
Mayo hall Premises, Residency Road,Bengaluru
Bruhat Bengaluru Mahanagara Palike, Bengaluru

6.0 The address for Correspondence is:

**Joint Commissioner (East)** Mayo hall Premises, Residency Road, Bengaluru Bruhat Bengaluru Mahanagara Palike, Bengaluru.

## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission

form. 3B. Service Provider's

references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the BBMP.

3D. Description of the methodology and work plan for performing the

assignment. 3E. Team composition and task assignments.

## 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:

[Name and Address of Firm]

To:

**Joint Commissioner (East)**
Mayo hall Premises, Residency Road,
Bengaluru , Bruhat Bengaluru Mahanagara Palike, Bengaluru

Sir,

Subject:
**Collection of Parking Fees for - Dickenson Road** We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated *[Date],* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted under KPPP website.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of

Firm:

Address:

## 3B. SERVICE PROVIDER"S REFERENCES

**Relevant Services carried out in the last Five Years that best illustrate qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td colspan="2">Country:</td></tr>
<tr><td colspan="2" rowspan="3">Location within Country:</td><td colspan="2">Staff Provided by your Firm/Entity (profiles):</td></tr>
<tr><td colspan="2">No of Staff:</td></tr>
<tr><td colspan="2">No of Staff Months:<br>Duration of Assignment:</td></tr>
<tr><td colspan="4">Name of the Client:</td></tr>
<tr><td colspan="4">Article I. Address:</td></tr>
<tr><td>Article II. Start Date (Month/Year):</td><td>Article III.<br><br>Completion Date (Month/Year):</td><td colspan="2">Article IV. of Services Approx.Value</td></tr>
<tr><td>Article V. if any</td><td colspan="2">Name of the Associated Service Providers,</td><td>No. of Months of Key<br><br>staff, provided by Associated Service Providers.</td></tr>
<tr><td colspan="4">Article VI. Name of Senior Staff(Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="4">Narrative description of the project:</td></tr>
<tr><td colspan="4">Description of Actual Services provided by your Staff:</td></tr>
</table>

(i) Service Provider's Name: .....

## 3C. SERVICE PROVIDER'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the BBMP

1.

2.

3.

4.

5.

**SERVICE PROVIDER'S NAME:**

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Managerial Staff

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4. | | | |

### 2. Support Staff

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4. | | | |

## SECTION 4.

## FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial proposal submission

form. 4B. Summary of costs

4C. Breakdown of costs.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM
**(To be submitted in Financial bid only)**

FROM: (Name of Service Provider)

TO: Ladies/Gentlemen:

Subject: Financial Proposal for **Collection of Parking Fees for - Dickenson Road**

**We, The undersigned, offer to provide the services for Collection of Parking Fees for -** Dickenson Road **in accordance with your Request for Proposal dated *[Date],* and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of *[Amount in words and figures per annum/monthly to be paid to BBMP as per below schedule***
***(Excluding GST & all other taxes].***

| Sl No | Name of the work | Payment schedule as per BBMP | |
|---|---|---|---|
| | | **Contract Period** | **Annual Bid Amount** |
| 1 | **Collection of Parking Fees for –** Dickenson Road | From the date of Work order | Rs. |

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. i.e., *[Date].*

We undertake that, in competing for (and, if the award is made to us in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory:
Name of the Service Provider:
Address:

**Note : The Tenderer should note that the quoting amount must be above the annual charges as described in Terms of**

**Reference failing which the bids will be liable to be rejected.**

## **4B.** SUMMARY OF COSTS

Cost of Service Providers expenditures.

| **No** | **Description** | **Amount** (Rupees) |
|---|---|---|
| I | Remuneration for Key staff | |
| II | Supporting Staff | |
| III | Transportation | |
| IV | Duty Travel to Site | |
| V | Office Rent | |
| VI | Office Supplies, Utilities and Communication | |
| VII | Reports and Document Printing | |
| VIII | Others | |
| | TOTAL COST (Excluding GST/All other taxes) | |
| | GST/All other Taxes | |
| | TOTAL COST (Including GST/ All other taxes) | |

Rupees in Words.....

Note: The ceiling cost of the Service Provider is as shown in the Summary of Costs. The break- up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs which can be incurred towards the assignment and conducting negotiations in accordance with clause 6 of the Information to Service Providers.

**4C.** BREAKDOWN OF COSTS

Service Providers can submit appropriately

## SECTION 5. TERMS OF REFERENCE

### 1. BACKGROUND

**BBMP is desirous of obtaining services for "Collection of Parking Fees for -** Dickenson Road"

The BBMP intends to procure the services of a Contracting firm having similar experience to undertake the assignment. Specifically the following works are intended to be carried out on this Project.

### 2. OBJECTIVES

The Tenderer shall perform the principal services outlined below as a part of responsibility for the services of the work. They shall provide the qualified staff with relevant experience to carry out the assignment. The Services will include but not limited to the following:

- The Service provider should check the location of the Parking **Roads** to ensure himself that all the criteria are looked into before applying for tender.
- Service Provider, with concurrence of BBMP shall convene periodical meetings between BBMP to discuss, prepare and finalize collection programme prior to the commencement of work.
- BBMP shall furnish for the use of the Service Provider all necessary data as required for setting out of all permanent and temporary works.
- BBMP shall inspect and to ensure compliance with the terms and conditions of contract.
- Service Provider shall study all Contract Agreement, Specifications etc. and ensure implementation at site.
- **PARKING CHARGES to be collected should not exceed the below mentioned Rates**

| Sl No. | Description | Duration/ Hrs |
|---|---|---|
| 1 | **Parking charges for Two Wheelers (Rs)** | **15** |
| 2 | **Parking charges Three/Four Wheelers (Rs)** | **30** |

- The Service Providers representatives shall be responsible for overall monitoring of the parking activity in the said sites and shall be available at site everyday.
- Shall be responsible to deploy requisite number of qualified and experienced personnel at site on full time basis to supervise the day to day activity of parking and also shall be responsible for monitoring of the vehicles movement as per specifications and standards.
- Shall ensure that all instructions to the Service Providers will be issued in the form of letter written by officer in charge to the Service Provider or site instructions to the Service Provider written by officer in charge or his representative in site instructions book. They shall maintain the record of all such instructions for verification at every time.
- Services for the parking of the vehicle, collection of prescribed & displayed parking fee, Management of traffic within the parking area.
- The contracting agency shall fully responsible for any damages, losses etc. of the parked vehicles. BBMP is in no way responsible for such damage/losses.
- Documentation of all events for security purpose and related matters during the period, which has to be shared to BBMP on every month. The cost of which will not be paid by BBMP.
- BBMP shall provide time assistance and direction to the Service Provider in all matters related to the interpretation of the Contract.
- Service Provider shall ensure all the safety norms as per Government directions like Fire safety, Safety of Workers & general public, Vehicles, etc. are adhered to with proper Insurance Policies at the building at the premises throughout the Contract Period.
- Service provider should disburse salaries / payments / DA / VDA / ESI / PF to its employees as per relevant labour laws & other applicable law /rules. Deposit the requisite benefits to concerned departments like, ESI, PF, etc in time. All details to be submitted to BBMP every month.
- No advertisements should be displayed.
- Should not Sub-let the premises to other agency or persons.
- Service Provider should remit the bid amount & other payments like Penalties, Cost of repairs to Damages, etc. to BBMP in the form of DEMAND DRAFT drawn in favor of Chief Commissioner,

BBMP, Bangalore, payable at Bangalore in advance as per his quoted price. Delay in payment will attract an interest of 24% per annum of the amount to be paid to BBMP.

- If the Service Provider fails to perform as per the terms & conditions or fails to pay the above amount / Charges even after THREE REMAINDERS it may be noted that tender will be terminated and the damages/arrears will be recovered at risk and cost of the Service Provider from the Performance Security deposit amount.
- Service Provider shall carry out joint inspection with BBMP before the end of Contract period and take remedial measures for defects discovered if any, and to correct them and handover the site in correct manner back to BBMP along with records stored there on for a sufficient period. BBMP will not pay any extra cost for this.
- Service Provider should not carry any other activity without prior permission of BBMP.
- Ensure that Cars / Scooters etc. are parked systematically in neat rows. A parking attendant must ensure that vehicles are parked in an orderly manner and that the vehicles do not encroach upon the open space surrounding.
- **Smoking Restrictions** : Smoking shall be prohibited throughout the road Easily readable "NO SMOKING" signs must be conspicuously posted at locations where they can catch the eye. Each sign must also include a pictograph with illumination.
- **Payment mode for parking charges** –Cash payment method, online mode of payment, App based mode of payment options should be provided to parking consumers for making payment to parking fee. Also payment through Fast-tag facility to be provided.
- **Service Provider must have the Equipments / Machineries for safety & Security purpose.**

The services of key personnel shall be available full time during the entire contract period from commencement of work and upto settlement of final claims of the contracting agency. The proposed key professional staff and also by an authorized official of the Consultancy Firm shall be scanned and uploaded along with the Technical Bid.

## 3. SPECIFIC RESPONSIBILITIES OF THE TENDERER

### 1. Documents

The BBMP shall provide to the Service Provider, the copies of all data available which are considered relevant to the execution of Service Provider's work and liaison with other departments for access of information and data.

**2. Liaison and Access**

The BBMP shall provide liaison with other Government agencies and Departments for only the introduction of the Service Provider. BBMP will only coordinate with Service Provider for arranging unhindered access to the relevant agencies / Departments in order to complete the task successfully.

**3. Schedule for completion of tasks.**

- The work has been tendered on Lump sum Basis of the tender Cost.
- The Contract services shall be for the entire completion of the period i.e., 12 months .

**4. Payments to BBMP**

- The minimum Annual Charges (Excluding GST & all other taxes) payable to BBMP is fixed at **Rs.65,70,000/ (Rs. Sixty Five Lakhs seventy thousand only).** Hence, the competing Tenderer should quote the above/more than the minimum charges fixed.
- Service Provider has to pay Annual Charges payable to BBMP in the form of DEMAND DRAFT (as stated above) the agreed bid amount **in advance**. Delay in payment will attract an interest of 24% per annum. If the Service Provider fails to pay the money even after three remainders (Notices), the contract will be cancelled at his risk and cost of Service Provider. All the deposits will be forfeited. The quoted price shall be inclusive of GST, service tax/other taxes.

- The final decision for paying charges to BBMP annually or monthly  will be taken by Competent Authority.

## 5.Schedule of payments to BBMP:

| Sl No | Name of the work | Payment schedule as per BBMP | |
|---|---|---|---|
| | | Contract Period | Annual Bid Amount |
| 1 | **Collection of Parking Fees for - Dickenson Road** | From the date of Work order | Annual bid amount in advance. |

### 6. Non performance of Services - levying of penalty & termination

A penalty will be levied on the service provider at minimum 24% per annum (2% per month) on the amount to be paid by the Service Provider to BBMP in respect of non payment of bid amount as mentioned in Schedule of payments to BBMP. Further, the contract will be terminated and the damages, arrears will be recovered at risk and cost of the Service Provider from the deposit amount.

Total failure on the performance of services will render forfeiture of the Performance Security Deposit and action will be initiated as per Conditions of Contract.

### 6.0 OBLIGATIONS OF THE CLIENT

#### 6.1 Documents

The BBMP shall provide the Service Provider with copies of all data available which are considered relevant to the execution of Service Provider's work and liaison with other departments for access of information and data

#### 6.2 Liaison and Access

The BBMP shall provide liaison with other Government agencies and Departments for the introduction of the Service Provider. The Service Provider shall be given unhindered access to the relevant agencies / Departments in order to complete the project successfully.

**7.0 DISPUTES, IF ANY:** Dispute if any, between the client and the Service Provider, the decision of the Chief Commissioner, BBMP, Bangalore is final and binding on both the Client and Service Provider.

# SECTION VI: CONTRACT FOR SERVICE PROVIDER'S SERVICES

**between**

**_____**

**_____ [Joint**

**Commissioner**

**(East-Zone]**

**and**

**_____**

**_____ [Name of**

**Service Providers]**

**Dated :**

**CONTENTS** **Page No.**

**I.....**FORM OF CONTRACT 43

**II.....**GENERAL CONDITIONS OF CONTRACT 45

**1.General Provisions**

**2.Commencement, Completion, Modification, and Termination of Contract**

**3.Obligations of the Service Providers**

**4.Service Providers 'Personnel and Sub-Service Providers**

**5.Obligations of the Client**

**6.Payments to the Service Providers**

**7.Settlement of Disputes**

**III.....SPECIAL CONDITIONS OF CONTRACT 55**

**IV.....APPENDICES 59**

Appendix A — Description of the Services Appendix B — Reporting Requirements
Appendix C — Key Personnel and Sub-Service Providers Appendix D — Services and Facilities to be provided by the Client Appendix E — Breakdown of Contract price in Indian Rupees Appendix F — Form of Bank Guarantee for Advance Payments

# I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the____day of the month of
_____, 202__, between, on the one hand,____(hereinafter called the "Client") and, on the other hand, _ (hereinafter called the "Service Providers").
[*Note: If the Service Providers consist of more than one entity, the above should
be partially amended to read as follows:
"…(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the
following entities, each of which will be jointly and severally liable to the Client for all the Service Providers' obligations
under this Contract, namely, and
_____(hereinafter called the "Service Providers.")"]

WHEREAS

(a) the Client has requested the Service Providers to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Providers, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

**1.** The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____
Appendix B: Reporting Requirements __
Appendix C: Key Personnel and Sub-Service Providers ----------
Appendix D: Services and Facilities to be provided by the Client ____
Appendix E: Breakdown of Contract Price____
Appendix F: Form of Guarantee for Advance Payments_ _

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

**2.** The mutual rights and obligations of the Client and the Service Providers shall be as set forth in the Contract, in particular:

(a) The Service Providers shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Service Providers in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON
BEHALF OF [NAME
OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF SERVICE
PROVIDER]

By
(Authorized Representative)

[**Note**: If the Service Providers consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE SERVICE PROVIDERS

[Name of Member]

By
(Authorized Representative)

[Name of Member]
By
(Authorized
Representative) etc.

## II. GENERAL CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member", in case the Service Providers consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Service Providers’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Service Providers, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Service Providers or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Service Providers pursuant to this Contract as described in Appendix A; and

(m) "Sub-Service Provider" means any entity to which the Service Providers subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Service Providers, or a Sub-Service Provider.

**1.2Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

**1.6Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Providers may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties**

The Service Providers, Sub-Service Providers and their Personnel

shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification and termination of Contract

## 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

## 2.2 Commencement of Services

The Service Providers shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

## 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

## 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Providers, the payment shall be arrived on mutual consent under the terms of this Contract.

**2.6 Suspension:**

The Client may by written notice of suspension to the Service Providers, suspend all access to the Service Providers hereunder if the Service Providers fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Providers to remedy such failure within a period not exceeding thirty
(30) days after receipt by the Service Providers of such notice of suspension.

**2.6.1** Liquidated damages for delay in completion

**2.7 Termination**

**2.7.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Providers, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Service Providers (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to

establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.7.2 By the Service Providers**

The Service providers may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) Deleted;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service providers may have subsequently approved in writing) following the receipt by the Client of the Service providers' notice specifying such breach;

(c) if, as the result of Force Majeure, the Service providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

**2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service Providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service

Providers and equipment and materials furnished by the Client, the Service Providers shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

## 3. Obligations of the Service Providers:

### 3.1 General

The Service Providers shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Providers or third parties.

### 3.2.1 Service Providers Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them, similarly shall not receive any such additional remuneration.

### 3.2.2 Procurement Rules of Funding Agencies

If the Service Providers, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Service Providers shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service Providers in the exercise of such procurement responsibility shall be for the account of the Client.

### 3.2.3 Service Providers and Affiliates Not to engage in certain Activities

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Sub-Service Provider and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.4 Prohibition of Conflicting Activities

Neither the Service Providers nor their Sub-Service Providers nor the Personnel

shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

### 3.3 Confidentiality

The Service Providers, their Sub-Service Providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 3.4 Insurance to Be Taken out by the Service Providers

The Service Providers (a) shall take out and maintain, and shall cause any Sub- Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Service Providers' Actions Requiring Client's Prior Approval

The Service Providers shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Providers shall remain fully liable for the

performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Service Providers"), and

(c) any other action that may be specified in the SC.

### 3.6 Reporting Obligations

The Service Providers shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7 Documents Prepared by the Service Providers to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

## 4. Service Providers' Personnel and Sub-Service Providers

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Service Providers' Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers listed by title as well as by name in Appendix C are hereby approved by the Client.

### 4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Providers, it becomes necessary to replace any of the Key Personnel, the Service Providers shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious

misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Providers shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Service Providers shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Client

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Service Providers and the Personnel and any Sub-Service Providers employed by the Service Providers for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Service Providers, Sub-Service Providers and Personnel any such other assistance as may be specified in the SC.

### 5.2 Services and Facilities

The Client shall make available to the Service Providers and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Service Providers as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Providers for the performance of the Services, (ii) the manner in which the Service Providers shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Providers as a result thereof.

## 6. Payment to the Service Providers:

### 6.1 Contract Price

The Contract price is set forth in the SC.

### 6.2 Payment for Additional Services

The Service Provider has to render the services of any sort as required by the client due to unforeseen circumstances within the scope of services agreed upon during the contract period without claiming any relaxation in annual charges.

### 6.3 Interest on Delayed Payments

If the Service Provider has delayed payments beyond fifteen (15) days after the due date stated in the Conditions, interest shall be paid to the Client for each day of delay at the rate stated in the Conditions.

## 7. Settlement of Disputes

### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

**Number of Amendments of, and Supplements to, Clauses in the General GC Clause * Conditions of Contract**

[1.1 (h) The Member in

Charge is ]. [1.4.1 The

addresses are:

Client : **Joint Commissioner Esat Zone**
**Mayohall Premises, Residency Road,**
**Bangalore-01.**

Attention :_____
Telex :_____
Facsimile :_____
E-mail
:----------

Service Providers :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : **Joint Commissioner Esat Zone**
For the Service Provider : _____

[Note: Fill in the blanks]

[1.7.1 The Service Providers and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be 15 days or any other appropriate or such other time period as the parties may agree in writing.

[2.3 The period shall be 15 days or such other period as the parties may

agree in writing]. [3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Service Providers or their Personnel or any Sub-Service Providers or their Personnel, for the period of Service Provider;

(2) Third Party liability insurance, with a minimum coverage for Rs. 5,00,000/- (Rupees Five Lakhs only) for the period of Service Provider;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Service Providers and of any Sub-Service Provider, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this Service Provider; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Providers' property used in the performance of the Services, and (iii) any documents prepared by the Service Providers in the performance of the Services.

[Note: Fill in the blanks and delete what is not

applicable]

The other actions are .]

[3.7The Service Providers shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

[6.2 The amount of Contract

is Rs. . [6.4 The account is….]

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

**7.2.1** Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, Bangalore chapter, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Providers shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

1 Modify appropriately.

_____

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution
(for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

**7.2.2** Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

**7.2.3** Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

**7.2.4** Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**7.2.5** Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

## IV. APPENDICES

### Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

### Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

### Appendix C: Key Personnel and Sub-Service Providers

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

### Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Service Providers by the Client.]

### Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1.Monthly rates for local Personnel (Key Personnel and other Personnel)

2.Reimbursable expenditures :

**This appendix will exclusively be used for determining remuneration for additional services.**

## Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract) (To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____Bank Guarantee:_____Date:

_____ Dear Sir,

In consideration of M/s._____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s._____ (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. dated _____and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued at___for____ _____Contract (hereinafter called the "Contract") and the Client having agreed to make an advance payment to the Service Provider for performance of the above Contract amounting to____(in words and figures) as an advance against Bank Guarantee to be furnished by the Service Provider.

We _____(Name of the Bank) having its Head Office at _ _____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Service Provider to the extent of_____ as aforesaid at any time upto _____ @_____without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Service Provider. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Service Provider any other course or remedy or

security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Client may

have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____and it shall remain in force upto and including_____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.__on whose behalf this guarantee has been given.

Dated this_____day of_____20_____at _____

WITNESS

_____ _____

(signature) (signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

## Appendix G: EMD Declaration format

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer…… (Name of the tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer…… (Name of the tenderer), also accept the fact that incase of tender is withdrawn or modified during the period of its validity/extended validity period or if we failed to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, if any, before the deadline fixed in the tender document, then ……
(Name of the tenderer) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of one year from the date of default.

Signature of the Authorized Signatory, (Official seal)